

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Council Members

FROM/PHONE: Bruce Bernard, Director, Public Works/Capital Projects (954) 797-1240

SUBJECT: Resolution

AFFECTED DISTRICT: All

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO RECIPROCAL LEASE AGREEMENT WITH THE TOWN OF DAVIE PREPARED BY THE SCHOOL BOARD OF BROWARD COUNTY FOR THE CONSTRUCTION OF THE NOVA HIGH SCHOOL ATHLETIC FIELD STADIUM.

REPORT IN BRIEF: Funding for project will be from the School Board of Broward County (SBBC) with Town of Davie providing construction management of the project.

PREVIOUS ACTIONS: Resolution 2002-175

CONCURRENCES: N/A

FISCAL IMPACT:

Has request been budgeted? N/A

If yes, expected cost: N/A

Account Name: N/A

If no, amount needed: N/A

What account will funds be appropriated from: N/A

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution, Exhibit "A"

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO RECIPROCAL LEASE AGREEMENT WITH THE TOWN OF DAVIE PREPARED BY THE SCHOOL BOARD OF BROWARD COUNTY FOR THE CONSTRUCTION OF THE NOVA HIGH SCHOOL ATHLETIC FIELD STADIUM.

WHEREAS, the Town of Davie and the School Board of Broward County (SBBC) entered into a lease agreement on June 19, 2001, that provided the Town certain uses of the School Board of Broward County's athletic and recreational facilities at Nova High School; and

WHEREAS, the Town previously funded and has constructed capital improvement at Nova High School which included the installation of lighting and electrical service for an existing football/soccer field, the development of a multipurpose practice field, and the construction of a grass parking area; and

WHEREAS, the Town is presently constructing the First Amendment of the Reciprocal Lease Agreement and the SBBC has appropriated funding to expand the facility to include resurfacing an six (6) lane rubberized track and construction of a restroom/ticket facility for the stadium site; and

WHEREAS, the SBBC has allocated \$314,627.00 for the additional improvements at the stadium site; and

WHEREAS, the Town is desirous of working together with the SBBC to purchase, install, and construct said athletic facility enhancements at Nova High School, and

WHEREAS, the Town and SBBC wish to provide by this Second Amendment to the Agreement with the Town of Davie an expanded scope of funding and construction for additional capital improvements at Nova High School athletic facilities as defined in the Amendment,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Second Amendment to Reciprocal Lease Agreement with the Town

of Davie, is hereby approved by the Town Council.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED ____ DAY OF _____, 2003

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 2003

**SECOND AMENDMENT TO
RECIPROCAL LEASE AGREEMENT
WITH THE TOWN OF DAVIE**

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into as of this _____ day of _____, 2003, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

TOWN OF DAVIE

(hereinafter referred to as "TOWN"),
a municipal corporation operating and
existing under the Laws of the State of Florida,
whose principal place of business is
6591 Orange Drive, Davie, Florida 33314

WHEREAS, the **SBBC**, and **TOWN** entered into a Lease Agreement on June 19, 2001, ["Agreement"] that provided the **TOWN** certain uses of **SBBC's** athletic and recreational facilities at Nova High School, and

WHEREAS, the **TOWN** funded and constructed capital improvements at Nova High School to install lighting and electrical service for existing football/soccer field and development of multi-purpose practice area field and grass parking area, and

WHEREAS, the **SBBC** received a community donation of \$250,000 to further enhance the athletic facilities at Nova High School, and

WHEREAS, the **SBBC** and the **TOWN** approved on September 3, 2002 the "First Amendment to Agreement for Lease of Recreational Facilities ["Amendment"] to expend the \$250,000 donation for capital improvements at the Nova High School stadium complex, and

WHEREAS, the **SBBC** has appropriated, through their District Facilities Work Program, \$314,627 during the 2002-03 school year for improvement and construction of the Nova High School track and stadium, and

WHEREAS, the **TOWN** is desirous of working together with the **SBBC** to purchase, install and construct said athletic facility enhancements to Nova High Stadium through the Second Amendment to Reciprocal Lease Agreement with the **TOWN** as defined herein;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Section 2.11 of the Agreement, entitled "SCHOOL BOARD IMPROVEMENTS," is hereby amended to read as follows:

2.11 **SCHOOL BOARD IMPROVEMENTS.** During the term of this Agreement, **SBBC** shall fund certain improvements (hereinafter referred to as "**SBBC IMPROVEMENTS**") to the Leased Premises as more fully described in Exhibit C and *Exhibit D* which are attached hereto and incorporated herein by reference. **SBBC** agrees that **SBBC IMPROVEMENTS** shall be funded by **SBBC** and constructed by **TOWN** in conformance with all applicable building codes. In no event shall **SBBC** be obligated to expend any public funds for capital improvements in excess of the project cost set forth in Exhibit C and *Exhibit D* to this Amendment.

2. Section 2.12 of the Agreement, entitled "INVOICING AND PAYMENTS," is hereby amended to read as follows:

2.12 **INVOICING AND PAYMENTS.** During the construction of capital improvements fully described in Exhibit C and *Exhibit D*, the **TOWN** will submit itemized statements for payment to the Superintendent of Schools or his designee in the following manner:

A. The **TOWN** shall periodically submit to the Superintendent of Schools or his designee, copies of invoices for services rendered and materials obtained by the contractor(s) with regard to capital improvements listed in Exhibit C and *Exhibit D*.

3. Section 2.13 of the Agreement, entitled "PROJECT," is hereby amended to read as follows:

2.13 **PROJECT.** The **TOWN** will make athletic facility enhancements at Nova High School and which shall hereinafter be referred to as Project. A description of the Project is attached hereto as Exhibit C and *Exhibit D* and is incorporated herein by reference.

4. Section 2.14 of the Agreement, entitled "PLANS," is hereby amended to read as follows:

2.14 **PLANS.** The **TOWN**, as the Construction Manager, will prepare the construction plans for the Project. The plans will be submitted to the Superintendent of Schools or his designee for review and approval. Plans for the Project shall meet the Florida Building Code 2001 and shall meet **SBBC's** materials standards.

5. The Agreement is hereby amended to include the following new section:

2.25 **EXCESS FUNDS.** Any party receiving funds paid by **SBBC** under this Agreement agrees to promptly notify **SBBC** of any funds erroneously received from **SBBC** upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to **SBBC** with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was discovered.

OTHER PROVISIONS IN EFFECT: Except as expressly modified herein, all other provisions contained in the Agreement and Amendment remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

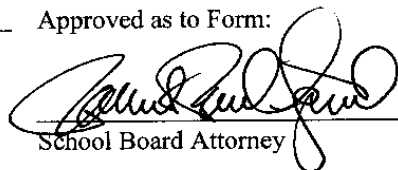
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Lois Wexler, Chair

ATTEST:

Franklin L. Till, Jr., Superintendent of
Schools

Approved as to Form:



School Board Attorney

FOR TOWN OF DAVIE

(Municipal Seal)

TOWN OF DAVIE

ATTEST:

Town Clerk

By _____
Harry Venis, Mayor, Town of Davie

EXHIBIT C

Schedule of Improvements

Nova High School

	I. Improvement	Approved Cost
2	Installation of concrete bleacher slabs and walkways	\$ 45,000.00
3	Installation of security fencing for spectators and playing fields	\$ 45,000.00
4	Installation of home and visitors bleachers and press box (1000 home and 500 visitor seating)	\$160,000.00

The recreational facilities improvements will be constructed in phases, as funds become available. The Town will construct improvements within this first amendment not to exceed the two hundred fifty thousand (\$250,000) dollars that are available for this project at the present time. SBBC agrees to pay the Town a sum of up to two hundred fifty thousand (\$250,000) dollars after submission of itemized statements for payment to the Superintendent of Schools or his designee. Copies of invoices for services rendered and/or material obtained shall also accompany this statement. SBBC shall reimburse the Town of Davie for improvement expenses within sixty days of payment statement date.

EXHIBIT D
Schedule of Improvements

Nova High School

<u>Improvement</u>	<u>Approved Cost</u>
8 lane rubberized track	\$100,000
Concession/Restroom/Ticket Facility	\$214,627

The recreational facilities improvements will be constructed in phases, as funds become available. The TOWN will construct improvements within this second amendment not to exceed the three hundred fourteen thousand dollars (\$314,627) after submission of itemized statements for payment to the Superintendent of Schools or his designee. Copies of invoices for services rendered and/or material obtained shall also accompany this statement. SBBC shall reimburse the TOWN for improvement expenses within sixty days of payment statement date.